

forth herein. The relationship among owners of portions of the Property is strictly a contractual relationship governed by the terms of this instrument and by applicable law.

(b) This instrument shall be interpreted and enforced according to the laws of the State of South Carolina.

(c) The Developer shall have the right to assign all or any portion of its rights and responsibilities hereunder to any party or parties it may choose. Following the recording in the RMC Office of Greenville County of any appropriate instrument transferring Developer's title to all of those portions of the Property which it owns at any given time, the transferee or transferees of such title shall thereafter be solely responsible for discharging Developer's responsibilities hereunder; and U.S. Retirement Corporation shall have no further responsibility for such obligations.

(d) Invalidity of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.

(e) Both the Association and the Developer shall have the right, but not the duty, to enter the residence and to go onto the property of any owner of a Residential Unit in the event of any emergency, or upon learning of any condition, which may threaten the safety of any person or the property of any person, including the owner himself and his property, in order to take appropriate steps to prevent or mitigate such harm or damage.

(f) Notwithstanding certain duties of the Association to maintain, repair and replace certain portions of residences, other improvements, within numbered lots, and certain common facilities (as described herein), the Association shall not be liable to any party for injury or damage caused by any latent condition, or by any other condition which is not created by the acts or omissions of the Association, nor for injury or damage caused by the elements, other owners of portions of the Property, or any other parties.